



Protecting Property

This leaflet explains our policy for storing property owned by homeless applicants who require to move into temporary accommodation.

The leaflet covers four main issues:

- It describes our legal obligations.
- It explains how we implement these obligations.
- It explains remedies available if we fail to carry out our duties properly.
- It details how we monitor our storage policy in practice.

This leaflet is intended as a plain language guide only, not as a precise statement of the law.

It is also available in other languages, on request, and in formats such as in large print, audio format and Braille.

Orkney Islands Council is referred to as "we" throughout this leaflet.

Duty to protect property

We have a legal duty to protect the property of homeless applicants and applicants threatened with homelessness if:

- We have a duty to find them accommodation.
- There is a danger of the property being lost or damaged.
- No other suitable arrangements exist to protect the property.

This duty also extends to people who might reasonably be expected to live with applicants, for example, their partners.

Property defined

Property includes moveable items and the personal belongings of applicants. For instance, this would include furniture. It would also include items such as pots, pans and clothing.

We also provide information and assistance with kennelling of pets in cases where pets cannot be kept in temporary accommodation.

Entering houses

We may enter an applicant's house, or their former house, to protect their property in any way that seems reasonably necessary. For instance, we may store the property, or arrange for it to be stored.

The furniture may also be left in the applicant's former house if it can be adequately protected there.

We make storage arrangements in agreement with individual applicants, if possible.

Charging for storage

We are entitled to make a reasonable charge for property that we store. We set charges based on the income levels of individual applicants.

Details of how we set charges are explained below.

Ending of duties

Our duty to store property ends if we believe that there is no longer any risk to applicants' property. For instance, this will apply once we have discharged our duty under the homelessness legislation. This means that either applicants are re-housed permanently and they can take their property to their new home or our duties to provide temporary accommodation come to an end.

We advise applicants in writing and personally that we no longer have a duty to protect their property. In particular, we explain why there is no longer any risk of loss or damage to their property.

We provide applicants with reasonable notice that our duty is ending; this is at least 7 days.

We do this to allow applicants adequate time to make arrangements for packing and moving to their new home.

Storage of property: procedures

We check storage needs with all individual applicants. This is essential to ensure that their property is protected adequately.

We have established a system that covers:

- Storage charges.
- Disposal of property.

It is essential to have a comprehensive procedure in place to ensure that we meet our legal obligations and carry out procedures consistently.

It is also emphasised that applicants can seek redress should we fail to meet our legal obligations. Remedies available are detailed below.

Removals and storage

We have implemented two systems within our removal and storage procedures. These cover:

- A maximum container allowance for each household.
- Charges based on the circumstances of individual applicants.

Container allowance

We have set limits on the number of containers that we will pay for based on the size of individual households, applicants will be recharged as detailed in the section below called 'assessing charges'.

For households with one to three people, we pay for one container.

For households with four to six people, we pay for two containers.

For households with seven or more people, we pay for three containers.

If applicants need more storage space, they must pay any additional storage costs.

Please note that 'people' includes children.

We are invoiced for the costs of storage, not applicants. In cases where applicants need to pay more, we will make suitable repayment arrangements. This can involve payments by instalment over a reasonable period of time. This is based on the applicant's circumstances.

Assessing charges

We assess charges payable based on the income of applicants.

The rules that we apply are as follows:

- Applicants in receipt of full housing benefit / full housing costs under Universal Credit, pay no charges for either the removal (including packing) or storage costs.
- Applicants in receipt of partial housing benefit / partial housing costs under Universal Credit must pay a nominal sum towards their storage costs (including packing costs). If you are liable to pay storage charges these will be discussed with you and the amount detailed in a personal letter. In addition half the removal costs will be charged up to a maximum of £300.
- All other applicants will be charged at the full rate for their storage and removal charges.
- Those applicants coming from outwith Orkney, following the changes to the local connection category in the homelessness legislation, will normally be offered storage in Orkney, though rarely exceptions may apply. The applicant will be charged for storage according to their income, but will be required to pay the full charge for any removals, irrespective of income.

Refusals of offers

If an applicant living in emergency accommodation refuses a reasonable offer of permanent accommodation, she or he will have to pay the full storage costs. Storage costs will need to be paid from the date of refusing the offer. In such cases, the applicant will also have to pay their removal (and packing) costs.

This rule does not apply in situations where there are good reasons why the applicant is unable to accept the offer. For example, there may be a change in the health or mobility of applicants and the housing offered is no longer suitable.

Packing costs

We may pay additional packing costs in cases where applicants are unable to pack their own belongings. For example, we may need to assist in packing arrangements for applicants with serious health problems. We assess cases individually in consultation with the Team Leader (Housing Support).

Disposal of property

We can dispose of property as long as we notify applicants in advance of the situations when this might apply. For instance, we may dispose of property if we lose contact with applicants. This would be done to recover storage costs and any other debt owed by applicants.

We advise applicants of our policy on disposal of goods as part of the assessment process. We also advise applicants whenever they move into temporary accommodation.

Inaccurate information

Where an applicant is later found to have provided inaccurate information or to have with-held information which would result in a different determination, we may amend the charges levied accordingly. This may include full charges being backdated and levied rather than a reduced charge applying.

Remedies

We ensure that we carry out our legal duties properly through (a) implementing standard procedures and (b) providing regular training for housing staff.

Applicants have three main remedies if we fail to carry out our legal duties concerning protection of property.

Firstly, applicants may use our internal complaints system that addresses failure to meet our policy commitments.

Secondly, failure to exercise reasonable care of property under our control may constitute negligence. In such cases, we may be liable for damages.

Thirdly, we may be guilty of maladministration if we fail in our duty to protect moveable property.

In order to ensure that we do comply with law and good practice guidance, we have established comprehensive procedures. The good practice that we follow is contained in the Code of Guidance.

We have also developed a monitoring system to assess service delivery to ensure we deliver quality services and provide value for money.

Our policy is subject to ongoing review. This review includes consultation with tenants and service users as part of our tenant participation strategy.

A formal policy review is undertaken once every five years, or as necessary. For example, in the event of storage costs escalating rapidly we may need to consider alternative storage facilities.

This review is based on the statistical information that we gather on a regular basis.

Information

Information about this policy, including remedies, is available by contacting:

Homelessness and Advice Section, Housing Services, Orkney Islands Council,
School Place, Kirkwall, Orkney, KW15 1NY.

Telephone: 01856873535.

Email: homeless@orkney.gov.uk

Website: <https://www.orkney.gov.uk/>

